

TERMS OF USE (TERMS & CONDITIONS)

Last Updated: June 11, 2026

Welcome to **AI Music & Song Generator** (the "Application"), owned and operated by **Appside Technologies LTD** ("Company", "we", "us", or "our"). By downloading, installing, or using the Application, you ("User" or "you") agree to be bound by these Terms of Use (the "Terms"). If you do not agree to these Terms, do not use the Application.

1. Description of Service

AI Music & Song Generator is a mobile application that allows users to generate music tracks and songs utilizing Artificial Intelligence ("AI") technologies. Users can input text prompts, provide their own lyrics, or request the Application to generate lyrics via AI. Users can further customize outputs by selecting specific genres, vibes, and vocal styles (the "Services").

2. AI Content Generation & Third-Party Providers

- **AI Processing:** The Application utilizes third-party AI service providers, including but not limited to MiniMax (provided by Nanonoble Pte. Ltd.), Replicate, and Kie AI (collectively, "AI Providers"), to process prompts, generate lyrics, and compose music.
- **Data Transmission:** When you request the generation of content, your inputs (prompts, lyrics, selections) are transmitted through our servers directly to the AI Providers. Our servers act solely as a temporary conduit to facilitate the secure API call and do not retain, store, or log your inputs or generated files.

3. User Content & Intellectual Property Warranty

- **User Input:** You are solely responsible for any text, lyrics, images, or other content you input or upload into the Application ("User Content").
- **Warranty of Ownership:** You represent and warrant that you own or have obtained all necessary licenses, rights, consents, and permissions to use and authorize the Application and AI Providers to use your User Content for generating music tracks.
- **Prohibited Content:** You agree not to upload or input any content that infringes upon third-party intellectual property rights (including copyrights and trademarks), violates any privacy rights, or contains defamatory, hateful, or illegal material.

4. Ownership of Generated Output & AI Specific Limitations

- **Ambiguity Acknowledgement:** Due to the evolving legal framework surrounding artificial intelligence, machine learning, and copyright laws

globally, the ownership of AI-generated music and lyrics remains subject to legal interpretation.

- **Grant of Rights & AI Training Limitations:** To the maximum extent permitted by applicable law and subject to the underlying terms and conditions of our third-party AI Providers (including MiniMax/Nanonoble, Replicate, and Kie AI), the Company claims no ownership rights over the final music tracks generated by you through the Application. However, you acknowledge and agree that certain third-party AI Providers may retain contractual rights to use your inputs (prompts, lyrics) and generated outputs to maintain, develop, and improve their machine-learning models and algorithms. The Company has no control over such third-party data usage or policy.
- **User Responsibility for Data Backup & Device Changes:** To ensure maximum user privacy, **the Company does not store, backup, or maintain any generated music tracks or content on its servers.** All your generated tracks exist strictly and exclusively within the local storage of your mobile device. **It is your sole responsibility to export, save, and backup your generated music.** If you delete the Application, clear its local data, lose your device, or switch to a new mobile device, all generated content will be permanently lost. The Company cannot restore or retrieve any lost data or music tracks.
- **Deep Synthesis Marking Obligation:** In accordance with the rules of our AI Providers and international regulations regarding AI-generated media, if you publish, distribute, or publicly perform any content generated by the Application, you may be required to place a prominent mark or identifier informing the public that the content was generated utilizing AI/deep synthesis technology. You are solely responsible for complying with these marking requirements, and the Company disclaims all liability for your failure to do so.
- **Your Risk:** The Company makes no representations or warranties regarding whether the generated output is eligible for copyright protection or commercial exploitation. You use, distribute, or commercially exploit the generated output entirely at your own risk.

5. In-App Purchases, Subscriptions, and Credits

- **Payment Processor:** All financial transactions, subscriptions, and purchases are processed via Apple's App Store and managed utilizing **RevenueCat**.
- **Subscription Models:** The Application offers subscription tiers (e.g., Weekly Subscription including 50 credits, and Monthly Subscription including 100 credits). Subscriptions automatically renew through Apple unless canceled at least 24 hours before the end of the current billing cycle.
- **Credit System:**
 - Generation of music tracks requires a specific amount of "Credits".
 - Credits bundled with a subscription tier are allocated per billing cycle and do not roll over unless explicitly stated.

- **One-Time Credit Packs:** The Company may offer non-recurring, one-time purchases of additional credit bundles ("Consumable Purchases") for users who exhaust their subscription credits.
- **No Refunds:** All purchases and subscriptions are final and non-refundable through the Company. Any refund requests must be directed to Apple Inc. via the App Store.

6. Disclaimer of Warranties & Limitation of Liability

- **"AS IS" Basis:** The Application and the generated outputs are provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind.
- **Third-Party Failures:** The Company does not guarantee the availability, accuracy, or quality of the outputs generated by third-party AI Providers and shall not be held liable for any downtime, service interruptions, or poor generation results from MiniMax, Replicate, Kie AI, or Apple.
- **Limitation of Liability:** To the maximum extent permitted by law, Appside Technologies LTD shall not be liable for any indirect, incidental, special, or consequential damages arising out of your use or inability to use the Application, including any intellectual property disputes related to generated songs.

7. Governing Law & Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the State of Israel, without regard to its conflict of law principles. Any dispute arising out of these Terms shall be subject to the exclusive jurisdiction of the competent courts in Tel Aviv, Israel.

8. Contact Us

If you have any questions, complaints, or inquiries regarding these Terms of Use, please contact us at: **Appside Technologies LTD** Email: **support@appside.app**